

**MEMORANDUM OF UNDERSTANDING**  
**2015-2016 Broadband Deficiencies Correction Program Award**

**PROJECT NUMBER: BF16-004 Clovis**

This Memorandum of Understanding (MOU or Agreement) is made, as amended herein and entered into by the Public School Facilities Authority, herein referred to as the "PSFA", and the Clovis Municipal Schools, hereinafter referred to as the "DISTRICT".

This MOU shall not be effective until approved by the parties and the Public School Capital Outlay Council, hereinafter referred to as the "PSCOC".

The purpose of this MOU is to define the scope of specific projects and delivery methodology for completing a public school capital outlay project as defined in the School District Master Joint Powers Agreement entered into between the PSCOC, PSFA and the District. (hereinafter referred to as the "Master JPA").

The project and all work associated with this project are defined within the – PSFA PROJECT AGREEMENT prepared on May 9, 2016, by the PSFA's assigned BDCP Project Manager, Eric Moores, and agreed upon by the District's Representative, Jody Balch, and is an inseparable part of this MOU. This is a PSFA Indirect Oversight project, and therefore the District will provide all direct project management and oversight for the Work contained in this MOU.

**PROJECT:**

The PSFA and the District hereby agree to complete the following capital outlay project, and related Amendment(s), as approved by the PSCOC at its March 3, 2016 meeting. (PSCOC Letter of Award attached):

(School) Project Description	Total Estimated Fiber Project Cost	E-rate Discount Percentage	E-rate Discount	Additional E-rate Match	Total Fiber Project State Match
Connect Barry ES to Gattis MS	\$160,000	80%	\$128,000	\$16,000	\$16,000

<sup>1</sup> Direct USAC funds eligible to the District for this project.

All work to be completed within the scope of this Agreement to bring the facility up to the *SETDA Standards for 2018*. All Work – inclusive of materials, labor or other, specifically related to work described in this section will be the responsibility of the District without any increase in the PSFA participation.

## **PSFA PROJECT AGREEMENT with INDIRECT OVERSIGHT**

<b>DATE:</b> May 9, 2016 <b>DISTRICT:</b> Clovis Municipal Schools	<b><u>DISTRICT INFORMATION:</u></b> <b>District Representative:</b> Jody Balch  <b>District Oversight:</b> Eric Wimbish <b>Phone:</b> (575) 769-4324, 575-791-1035 cell <b>E-Mail:</b> eric.wimbish@clovis-schools.org
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### **SECTION 1: PROJECT INFORMATION**

**PROJECT LABEL:** Clovis Fiber Project

**SCHOOL INFORMATION:** List each school

<b>School:</b>	Barry ES
<b>Grade Levels Utilizing School:</b>	K-5
<b>Student &amp; FTE (Teacher/Admin) Number:</b>	236

#### **DETAILED PROJECT SCOPE DESCRIPTION:**

New fiber installation to connect school locations listed above. Broadband Deficiencies Correction Program (BCPD) awards to provide the state match eligible to receive additional E-Rate federal funding on special construction projects for application funding year 2016.

#### **PROJECT SPECIFIC QUALIFICATIONS:**

The District shall identify herein, under "Section 1: Project Specific Qualifications", those specific portions of the project that are not E-rate eligible that will require the District to commit to fund these portions at the sole cost of the District;

### **SECTION 2: UNDERSTANDING**

This Project Agreement and the Master JPA represent the full and complete understanding between the PSCOC, PSFA, and the District for the work described within this agreement. This Project Agreement is contingent on approval and funding by the PSCOC and shall therefore not become valid until signed by both the Chair of the PSCOC and the Director of the PSFA.

The undersigned acknowledge their concurrence with this, and that:

1. The PSCOC-PSFA funding participation towards the project described herein shall not exceed the Adjusted State Match;
2. Each allocation is intended to fully complete the project, phase, or specified purpose;
3. All procurement must meet the State of New Mexico Procurement Code;
4. The district will provide and deliver to the PSFA, within 30 days of the Letter of Award, a signed Memorandum of Understanding (MOU) that includes the District's Form 471 for proposed

equipment and/or installation and the dates for completion of installation, final completion, and project closeout;

5. The District shall identify herein, under "Section 1: Project Specific Qualifications", those specific portions of the project that are not E-rate eligible that will require the District to commit to fund these portions at the sole cost of the District;
6. Any change orders must accompany a Form 500 to USAC and a copy sent to vendor and PSFA for acknowledgment of change. The district shall submit to PSFA, a copy of any letter of determination made by USAC. Change orders which will result in the contract amount exceeding the award amount will not be considered for PSCOC funding.
7. District certifies it has in current funds amounts sufficient to meet the above-specified District share as of or on July 1, 2016. **All district match requirements must be in place prior to initiation of any installation.**
8. School districts will be reimbursed by PSFA from the approved PSCOC funding for their project, contingent upon documentation of E-rate funding and proof of payment by the District.

### **SECTION 3: BUDGET INFORMATION**

The project budget will be utilized from available funds as defined in Section 4: Sources of Funding including Federal, State and Local matching funds for E-rate eligible expenses and additional local sources for E-rate ineligible expenses which may be adjusted from time to time during the course of this Agreement.

The District shall unconditionally be responsible for costs in excess of the respective amounts set forth in Section 4. Any re-allocation of PSCOC-PSFA approved funding must be approved by the PSCOC.

### **SECTION 4: SOURCES OF FUNDING**

The PSCOC's funding participation will be up to 10% of the undiscounted portion of the E-rate eligibility amount to complete the Scope of Work as defined within this Agreement. Additionally, any E-rate ineligible costs are solely the responsibility of the District and will not be funded or otherwise paid for by the PSFA.

<b>Total 2016 - 2017 Category 1 Project:</b>	<b>\$160,000</b>
2016-2017 Federal E-rate Discount 80%:	\$ 128,000.00
2016-2017 Federal E-rate + match to NM State Participation:	\$ 16,000.00
<b>Total Federal Funding:</b>	<b>\$ 144,000.00</b>

PSCOC FUNDING (Total Local/Other Adjusted x up to 10 Percent)

2015-2016 PSCOC - State Match:	\$ 16,000.00
<b>Total PSCOC Project Funding:</b>	<b>\$ 16,000.00</b>

**Total District Funding Adjusted: \$0.00**

#### **SECTION 5: SCHEDULE for the SCOPE OF WORK**

The following schedule will be utilized for the Scope of Work defined in this Agreement:

<b>Category 1 Fiber Project</b>	<b>Start Date</b>	<b>End Date</b>
<b>Form 471 Received</b>	TBD	TBD
<b>Installation of Fiber/Service per contract</b>	TBD	TBD
<b>Final Completion</b>	TBD	TBD
<b>Project Closeout</b>	TBD	TBD

#### **SECTION 6: VENDOR SELECTION AND CONTRACT REQUIREMENTS**

All vendor selection shall be governed by applicable provisions of the State Procurement Code or as legally modified by the District who shall act as the purchasing agent for the Scope of Work. District shall comply with all vendor notification provisions as may be required by the PSFA.

#### **SECTION 7: NOTIFICATION OF CLAIMS**

District shall promptly notify and cooperate with the PSFA concerning all claims, demands, damages, suits, or causes of action resulting from work performed, including subrogation of any rights thereto.

#### **SECTION 8: DISTRICT PAYMENTS AND REIMBURSEMENT OPTIONS**

The district will submit to PSFA their vendor PO, vendor invoice, and copy of cancelled check/PO summary from the district, along with a copy of their USAC payment to vendor/district. Upon presentation and verification of undisputed invoices to the PSFA that the approved work, or a portion thereof is complete, the District will be reimbursed directly by the PSFA for the State portion.

## SECTION 9: MANAGEMENT AND OVERSIGHT

The PSFA will provide indirect project management and oversight as a part of this Agreement. The District will employ competent project management personnel that meet the approval of the PSFA and are capable of providing adequate and knowledgeable control and oversight to the project. The District will designate a qualified person to perform the direct project oversight for the Scope of Work. The PSFA-BDCP Project Manager will consult with the District Representative (DR) in planning the Project and oversee that the district provided procurement is consistent with *State Procurement Code*. This will include, but not be limited to: (a) periodic site oversight and inspection visits (b) payment application setup. In the event that the District cannot provide adequate project management, the PSFA-BDCP Project Manager will assist the District in contracting for or developing a suitable project manager and will aid in the interview and selection process.

The PSFA and District, further agree to be responsible for the Tasks associated with this Project Agreement as follows:

PHASE	TASK	PSFA	DISTRICT
<b>Form 470/RFP Posting:</b>			
	Develop initial scope of project and budget	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Develop Request for Proposals for fiber circuits to schools	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Advertise Request for Proposals	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Request for Proposal review, interview and selection process	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Form 471/Contracts:</b>			
	Develop contracts for service providers and other services	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Final review and approval of network diagrams	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Review and validation of Scope of Work, budget, schedule, value engineering, plans and specifications	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Final review and approval of Installation Documents for completeness	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Conduct pre-bid/pre-proposal conference	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Coordinate bid/proposal opening	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Review and evaluate bids/proposals	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Issue Notice of Award	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Installation of Fiber:</b>			
	Prepare contracts for construction	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Conduct pre-construction conference	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Issue Notice to Proceed dependent on receipt of FCDL	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Provide interface for understanding of issues, disputes, and mediation	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Review, approve and oversee changes to the work	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Periodic review and validation of work to insure conformance with contract and industry standards of quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Project Close-out:</b>			
	Verify all work complete	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Coordinate with General Contractor of record, operations and maintenance training for District staff	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Review as-built diagrams	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Approve final close-out documents	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Review warranties	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Ensure final acceptance by District	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Ensure all required documents related to the projects are properly held and archived	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Ensure that one-year warranty inspections are conducted and oversee any required repairs or remedies	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## SECTION 10: QUALITY CONTROL CONSIDERATIONS

All contracts entered into to complete the Scope of Work shall include provisions to utilize the PSFA's Construction Information Management System (CIMS) unless otherwise mutually agreed to in writing.

**IN WITNESS THEREOF, the Parties have set their signatures hereto:**

  
\_\_\_\_\_  
Jody Borch, District Representative  
Clovis Municipal Schools

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Eric Moores, BDCP Project Manager  
Public School Facilities Authority

\_\_\_\_\_  
Date

\_\_\_\_\_  
Robert Gorrell, Director,  
Public School Facilities Authority

\_\_\_\_\_  
Date

\_\_\_\_\_  
David Abbey, Chair,  
Public School Capital Outlay Council

\_\_\_\_\_  
Date

Attachments:  
PSCOC Letter of Award